



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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(213) 974-1101
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DAVID E. JANSSEN
Chief Administrative Officer

May 18, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**FIVE-YEAR LEASE AMENDMENT
DEPARTMENT OF PUBLIC SOCIAL SERVICES
27233 CAMP PLENTY ROAD, CANYON COUNTRY
(FIFTH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached lease amendment to extend the term for an additional five years with Morris L. Taback (Lessor), for 8,400 rentable square feet of office space for the Department of Public Social Services (DPSS), at an initial annual rent of \$110,880. The rental costs are 90 percent funded by State and Federal subvention and 10 percent net County cost.
2. Find that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1, Section r of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15061 (b) (3) of the State CEQA Guidelines.
3. Authorize the Chief Administrative Office (CAO) and DPSS to implement the project. Upon Board approval, the lease amendment will be effective June 1, 2004.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DPSS has been housed at the subject facility since 1978. The facility currently serves as a sub-office to the Lancaster District office which provides CalWORKs, Food Stamp and Medi-Cal services to participants in the Santa Clarita and Antelope Valleys.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

The 33 DPSS employees and eight other County and/or contract staff housed at this location provide services to participants in the Santa Clarita and Antelope Valleys. The staff provides services via Greater Avenues to Independence/Affiliated Computer Services (GAIN/ACS), Child Support Services Department, Welfare Fraud Prevention and Investigation and the Statewide Fingerprinting and Imaging System (SFIS). The proposed amendment will provide DPSS continued occupancy and uninterrupted delivery of services from the facility.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs we provide the public with easy access to quality information and services that are both beneficial and responsive (Goal 1). The renewal of the existing lease will allow DPSS to continue to address economic well-being to children and families by providing CalWORKS, Food Stamps and Medi-Cal eligibility services to these clients in the Santa Clarita and Antelope Valleys. In addition, the proposed lease amendment will provide continued housing for these State and Federal funded programs in a fiscally responsible manner (Goal 4) as further outlined in Attachment A.

FISCAL IMPACT/FINANCING

The proposed lease amendment will provide uninterrupted occupancy in 8,400 square feet of office space and 45 parking spaces at the base monthly rent of \$9,240 per month, or \$110,880 annually.

27233 S. Camp Plenty Road	Existing Lease	Proposed Lease Amendment	Difference
Area (Square feet)	8,400	8,400	None
Term	Five years + Five year option to renew the term	Five years + Five year option to renew the term	One additional five-year option to renew the term
Annual Rent	\$110,880 (\$13.20/sq.ft.) split service	\$110,880 (\$13.20/sq.ft.) split service, net utilities	+Cost of utilities
Parking (included in rent)	45 off-street spaces	45 off-street spaces	None
Cancellation	After 36 months upon 60 days notice	After 36 months upon 60 days notice	None
Rental Adjustments	None	None	None

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Sufficient funding for the proposed lease amendment is included in the 2003-04 Rent Expense Budget and will be charged back to DPSS. Sufficient funding is available in the 2003-04 DPSS Budget to cover the projected lease costs. The cost associated with the proposed lease will be 90 percent funded by State and Federal subvention and 10 percent net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed lease amendment for a new five-year term will provide 8,400 square feet of office/public service space and 45 parking spaces. The Amendment contains the following provisions:

- The term will commence June 1, 2004, upon expiration of the previous term;
- The current rent shall continue and remain fixed for the new five-year term;
- Restoration of the option to renew term for an additional five years;
- The County will assume the cost of all utilities, estimated to be \$20,000 annually;
- The Lessor, at its sole cost and expense, shall complete all improvements in compliance with Americans with Disabilities Act standards within 45 days of execution of the Amendment.

The underlying split-service lease provides the County a cancellation right after 36 months upon 60 days prior written notice and continued responsibility for interior building maintenance and janitorial services. The Lessor will remain responsible for structural maintenance, concealed building systems, parking and landscaping.

This office conducted a survey of the area to determine the availability of comparable and more economical sites. CAO Real Estate staff was unable to identify any sites in the surveyed area that could accommodate this requirement more economically. Staff has established that the rental range for similar office space is between \$14.70 and \$24.00 per square foot per year full-service, net utilities. Thus, the base annual rental rate of \$13.20 for the proposed lease represents the lower range of the market for the area and is in compliance with the current lease which provides a rental rate not to exceed 90 percent of fair market for the option term.

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Attachment B shows County-owned and leased facilities within the service area for these programs. There are no suitable County-owned or leased facilities available for these programs.

The Department of Public Works has completed a seismic review of the facility and found it suitable for County's continued occupancy and the building is in close proximity to public transportation routes.

The construction and operational costs associated with a childcare facility at this location are not financially feasible for the Department at this time.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

The CAO has made an initial study of environmental factors and has concluded that this project is exempt from CEQA as specified in Class 1, Section r of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15061 (b) (3) of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

It is the finding of the CAO that the proposed lease amendment is in the best interest of the County and will provide necessary space for this continuing County requirement. In accordance with your Board's policy on the housing of any County offices or activities, DPSS concurs in this lease recommendation.

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CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return three originals of the executed lease, two certified copies of the Minute Order and the adopted, stamped Board letter to the CAO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a stylized flourish at the end.

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CEM:MM:hd

Attachments (3)

c: County Counsel
Auditor-Controller
Department of Public Social Services

DEPARTMENT OF PUBLIC SOCIAL SERVICES
27233 CAMP PLENTY ROAD, CANYON COUNTRY
Asset Management Principles Compliance Form¹

1.	Occupancy		Yes	No	N/A
	A	Does lease consolidate administrative functions? ² Administrative functions will remain centralized at DPSS Headquarters.		X	
	B	Does lease co-locate with other functions to better serve clients? ²		X	
	C	Does this lease centralize business support functions? ²			X
	D	Does this lease meet the guideline of 200 sq ft of space per person? ² DPSS will have a ratio of 195 sf/person.	X		
2.	Capital				
	A	Should program be in leased space to maximize State/Federal funding?	X		
	B	If not, is this a long term County program?			X
	C	Is it substantially a net County cost (NCC) program? DPSS subvention rate is 90% via State and Federal funding. NCC is 10%.		X	
	D	If yes to 2 B or C; capital lease or operating lease with an option?		X	
	E	If no, are there any suitable County-owned facilities available?		X	
	F	If yes, why is lease being recommended over occupancy in County-owned space?			X
	G	Is Building Description Report attached as Attachment B?	X		
	H	Was build-to-suit or capital project considered? The proposed building is available at competitive market rate and allows for co-location of existing departmental programs and functions. A build-to-suit or capital lease for this and other departmental programs may be considered in the future.		X	
3.	Portfolio Management				
	A	Did department utilize CAO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?	X		
	D	Why was this program not co-located?			
		1. ___ The program clientele requires a "stand alone" facility.			
		2. <u>X</u> No suitable County occupied properties in project area.			
		3. ___ No County-owned facilities available for the project.			
		4. ___ Could not get City clearance or approval.			
		5. ___ The Program is being co-located.			
	E	Is lease a full service lease? This is a split service lease. The County pays for utilities, interior building maintenance and janitorial services.		X	
	F	Has growth projection been considered in space request?	X		
	G	Has the Dept. of Public Works completed seismic review/approval?	X		
		¹ As approved by the Board of Supervisors 11/17/98			
		² If not, why not?			

SPACE SEARCH
10 MILE RADIUS OF 27233 CAMP PLENTY ROAD, CANYON COUNTRY

LACO	FACILITY NAME	ADDRESS	SQUARE GROSS	FEET NET	OWNERSHIP	SQUARE FEET AVAILABLE
A920	BOARD OF SUP-5TH DISTRICT FIELD OFFICE	23920 W VALENCIA BLVD, SANTA CLARITA 91355	1224	1026	LEASED	NONE
4050	CAMP SCOTT-ADMINISTRATION BUILDING	28700 N BOUQUET CANYON RD, SAUGUS 91350	3625	2053	OWNED	NONE
T514	CAMP SCOTT-OFFICE TRAILER	28700 N BOUQUET CANYON RD, SAUGUS 91350	1581	1290	OWNED	NONE
3909	CAMP SCUDDER-ADMINISTRATION BUILDING	28750 N BOUQUET CANYON RD, SAUGUS 91350	4343	2487	OWNED	NONE
6179	CASTAIC LAKE-ADMINISTRATION BUILDING	32132 RIDGE ROUTE RD, CASTAIC 91310	2642	1507	CONTRACT	NONE
A524	DCFS-REGION VIII SANTA CLARITA SERVICES	28490 AVE STANFORD, SANTA CLARITA 91355	32743	29469	LEASED	NONE
D143	DCSS-SANTA CLARITA VALLEY SERVICE CENTER	24269 SAN FERNANDO RD, SANTA CLARITA 91321	5700	4560	LEASED	NONE
A341	DPSS-SANTA CLARITA BRANCH / LANCASTER AP DIST	27233 CAMP PLENTY RD, SANTA CLARITA 91351	8400	5610	LEASED	NONE
1935	PCHS DT CTR-LIBRARY	29310 THE OLD RD, CASTAIC 91384	4477	3861	OWNED	NONE
4792	PCHS DT CTR-MEDIUM SECURITY ADMINISTRATION	29310 THE OLD RD, CASTAIC 91384	25726	16719	OWNED	NONE
1936	PCHS DT CTR-REHABILITATION OFFICE	29310 THE OLD RD, CASTAIC 91384	4477	3823	OWNED	NONE
A526	PUB LIBRARY-CYN COUNTRY JO ANNE DARCY LIBRARY	18601 SOLEDAD CANYON RD, SANTA CLARITA 91351	12500	11250	PERMIT	NONE
4085	PUBLIC LIBRARY-NEWHALL LIBRARY	22704 W 9TH ST, SANTA CLAR TA 91321	4842	3432	OWNED	NONE
5541	PUBLIC LIBRARY-VALENCIA LIBRARY	23743 W VALENCIA BLVD, SANTA CLARITA 91355	24144	19245	OWNED	NONE
5542	SANTA CLARITA ADMINISTRATIVE CENTER BUILDING	23757 W VALENCIA BLVD, SANTA CLARITA 91355	22767	20427	OWNED	NONE
5543	SANTA CLARITA COURTHOUSE	23747 W VALENCIA BLVD, SANTA CLARITA 91355	32950	17979	OWNED	NONE
D125	SANTA CLARITA MENTAL HEALTH/ ENVIRON HEALTH	25050 PEACHLAND AVE, SANTA CLARITA 91321	9655	8206	LEASED	NONE
T592	SANTA CLARITA SENIOR CENTER-ANNEX	22900 MARKET ST, SANTA CLARITA 91321	1440	1296	OWNED	NONE
T593	SANTA CLARITA SENIOR CENTER-OFFICES	22900 MARKET ST, SANTA CLARITA 91321	1440	1296	PERMIT	NONE
X298	SANTA CLARITA VALLEY SENIOR CENTER	22900 MARKET ST, SANTA CLARITA 91321	9240	7920	OWNED	NONE

**AMENDMENT NO. 1
LEASE AGREEMENT NO. 72134**

THIS AMENDMENT NO. 1 TO LEASE AGREEMENT NO. 72134 made, entered and dated as of this _____ day of _____, 2004 by and between MORRIS L. TABACK and ANNETTE TABACK, hereinafter referred to as "LESSOR" and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "LESSEE".

WITNESSETH

WHEREAS, a Lease and Agreement by and between Morris L. Taback and Annette Taback as Lessor, and the County of Los Angeles as Lessee, was executed June 1, 1999, pursuant to which Lessor leased to Lessee those certain Premises located at 27233 Camp Plenty Road, Canyon Country, California, more particularly described as approximately 8,400 rentable square feet of office space and 45 parking spaces and;

WHEREAS, Lessor and Lessee desire to amend the terms of the Lease and Agreement to extend the term, transfer to the County responsibility for all utilities, provide an option to extend the term for an additional five-years and provide certain improvements to the premises in compliance with the requirements of the Americans with Disabilities Act (ADA);

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the rents, covenants and agreements herein contained, and intending to be legally bound, Lessor and Lessee hereby covenant and agree as follows:

1. **TERM:** Paragraph 2A, ORIGINAL TERM, is hereby amended such that the term of this Lease is hereby extended so that it shall end May 31, 2009.

Paragraph 2B, OPTIONS TO RENEW, is hereby amended such that the option to renew term is hereby restored.

2. **RENT:** Paragraph 3, RENT, is hereby deleted in its entirety and the following is substituted therefor:

Lessee hereby agrees to pay as rent for said demised Premises during the term the sum of Nine-Thousand Two-Hundred Forty and 00/100 Dollars (\$9,240) per month, i.e. \$1.10 per rentable square foot per month payable in advance by Auditor's General Warrant. Rental payments shall be payable within fifteen days after the first day of each and every month of the term hereof provided Lessor has caused a claim therefor for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month.

3. **UTILITIES:** Paragraph 10, Utilities, is hereby deleted in its entirety and the following is substituted therefor:

U-T
[Stamp]

[Stamp]

Lessee agrees to pay when due all charges for the use of the sewer, effluent treatment, when and if imposed by any Governmental authority, all water, sprinkler standby charges, electricity, gas, and other lighting, heating, and power and other utility rents and charges accruing or payable in connection with the demised Premises during the term of this Lease or any renewal, extension, or holdover thereof, provided the same are separately metered.

4. PREPARATION OF PREMISES: Paragraph 30, PREPARATION OF PREMISES, is hereby deleted in its entirety and the following is substituted therefor:

Within forty-five (45) days of the date the Lessor is notified in writing that the Board of Supervisors of the County of Los Angeles has approved this Amendment, Lessor, at Lessor's sole cost and expense, shall complete improvements in compliance with American with Disabilities Act (ADA) standards as follows:

- a) Post reflective International Symbol of Accessibility sign at each ADA parking space.
- b) Modify three ADA parking spaces to include one van accessible parking space. Modify to the standard dimensions with an adjacent clearance space.
- c) Adjust exterior and interior restroom doors to no more than standard pressure.
- d) Change women's restroom door to push-pull type.
- e) Re-mount toilet seat protector dispensers and shelves in both men and women's ADA restroom stalls at standard height from the finished floor.
- f) Remove carpet in lobby and replace with vinyl composite tile (VCT). The color to be selected by the Lessee.

In the event Lessor should fail, neglect or refuse to commence the preparation of premises work required by Paragraph 30 herein, or fail, neglect or refuse to pursue said preparation of premises work with reasonable diligence to completion, the Lessee at its sole discretion may perform or cause to be performed said preparation of premises work and deduct the cost thereof from the installments of rent next due as a charge to the Lessor.

5. Wherever a conflict exists in the terms or conditions of Amendment No. 1 to Lease No. 72134 and the original Lease, the terms and conditions of this amendment shall prevail. All other terms and conditions of the Lease shall remain unchanged and are hereby reaffirmed in full force and effect.

M. L.

A.T.
INITIAL

INITIAL

IN WITNESS WHEREOF the Lessor has executed this Lease or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Lease to be executed on its behalf by the Charman of said Board and attested by the Clerk thereof the day, month, and year first above written.

LESSOR:

MORIS L. TABACK and ANNETTE TABACK

By Annette Taback

By M. L. Taback

LESSEE:

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
Board of Supervisors

By _____
Chairman, Board of Supervisors

By _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By Francis E. Scott
Deputy: Francis E. Scott

(27233Amd1)

A.T.
NITIAU

M. L. Taback
NITIAU
NITIAU